

PARISH ORDINANCE NO. PO-075-2021

AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE CITY OF CARENCRO CONCERNING THE SURFACE IMPROVEMENTS TO MOSS STREET

BE IT ORDAINED by the Lafayette Parish Council, that:

WHEREAS, the Lafayette City-Parish Consolidated Government (hereinafter referred to as “LCG”) and the City of Carencro (hereinafter referred to as “Carencro”) each have responsibilities for the traffic flow, road conditions and public safety into and out of their respective jurisdictions; and

WHEREAS, Carencro is presently undertaking the surface improvements to Moss Street Overlay Project (hereinafter referred to as the “Project”), which Project shall greatly benefit the motoring public who reside and work both within Carencro and in the Parish of Lafayette (a responsibility of LCG); and

WHEREAS, a portion of the roadway to be improved is within the corporate limits of the City of Carencro, and a portion is within the unincorporated area of the Parish of Lafayette, and accordingly, the officials of Carencro and LCG desire to share the costs and expenses associated with the proposed Project; and

WHEREAS, Carencro and LCG desire to enter into an Intergovernmental Agreement (hereinafter referred to as “Agreement”) to set forth each party’s responsibilities as to the Project; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette Parish Council, that:

SECTION 1: All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President is hereby authorized to enter into the Agreement in substantially the same form as is attached hereto. Furthermore, the Lafayette Mayor-President is hereby authorized to sign any and all other documents and take any and all other actions in connection therewith.

SECTION 3: The following is summarized information concerning the Agreement:

Participants:

LCG and Carencro.

Purpose:

The purpose is to improve Moss Street.

Funds and/or Services provided by the LCG:

LCG shall reimburse Carencro, upon completion of the Project, the actual costs and expenses associated with the Lafayette Parish portion of the Project. Reimbursement is estimated at \$471,600.76 but not to exceed \$613,080.99.

Funds and/or Services provided by Carencro:

Carencro shall construct and perform all acts necessary for the construction of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing and inspecting in connection therewith.

Jurisdiction Issues:

N/A

Benefits to the LCG:

The benefit to LCG is that it will improve traffic flow and road conditions and enhance public safety.

Time Frame:

The effective date of the Agreement shall be on the date on which the last signing has affixed its signature thereto and the termination date shall be when the Project has been completed and all payments have been made.

SECTION 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
AND THE CITY OF CARENCRO CONCERNING THE SURFACE
IMPROVEMENTS TO MOSS STREET**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such and in the presence of the undersigned competent witnesses, respectfully came and appeared:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Ordinance No. PO- 076 -2021 of the Lafayette Parish Council adopted on the 15TH day of DECEMBER, 2021, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "LCG");

and

THE CITY OF CARENCRO, a political subdivision of the State of Louisiana, represented herein by its Mayor, Glenn L. Brasseaux, duly authorized by Resolution adopted on the 21 day of June, 2021, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "Carencro");

each of whom declared:

WHEREAS, LCG and Carencro each have responsibilities for the traffic flow, road conditions and public safety into and out of their respective jurisdictions; and

WHEREAS, Carencro is presently undertaking the surface improvements to Moss Street as part of the 2021 Asphalt Overlay project (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who reside and work within the corporate limits of the City of Carencro and in the remainder of Lafayette Parish; and

WHEREAS, a portion of Moss Street to be improved is located within the corporate limits of the City of Carencro (hereinafter referred to as the "Carencro Portion"), a portion of Moss Street to be improved is located within the unincorporated area of Lafayette Parish (hereinafter referred to as the "LP Portion"), and a portion of Moss Street to be improved is located within both the corporate limits of the City of Carencro and the unincorporated area of Lafayette Parish, and accordingly, the officials of Carencro and LCG desire to proportionally share the costs and expenses associated with the proposed Project based on the corporate limits; and

WHEREAS, Carencro and LCG desire to enter into this Intergovernmental Agreement (hereinafter referred to as “Agreement”) to set forth each party’s responsibilities as to the Project; and

WHEREAS, there is a public purpose for this Agreement of substantial benefit to LCG, Carencro, and the citizens of the City of Carencro and the Parish of Lafayette; and

WHEREAS, LCG and Carencro have reasonable expectations of receiving benefit or value from this Agreement that is equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and LSA-R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW THEREFORE, in consideration of the covenants set forth herein, LCG and Carencro do hereby agree and contract as follows:

1. **AGREEMENT**. Carencro does hereby agree to construct and perform all acts necessary for construction of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing, and inspecting in connection therewith.

Carencro shall advance the payment of all costs associated therewith, including, but not limited to, construction, engineering, design, drafting, surveying, testing, inspecting and all other professional services and the like necessary or appropriate for the planning or development of the Project.

2. **REIMBURSEMENT BY LCG**. Upon completion of the Project, LCG hereby agrees to reimburse Carencro the actual costs and expenses associated with the LP Portion of the Project; said reimbursement is estimated to be Four Hundred Seventy-One Thousand Six Hundred Dollars and Seventy-Six Cents (\$471,600.76) ; provided, however, and notwithstanding anything in this Agreement to the contrary, said reimbursement shall not exceed Six Hundred Thirteen Thousand Eighty Dollars and Ninety-Nine Cents (\$613,080.99) (hereinafter referred to as the “Reimbursement Cap”). Prior to reimbursement, Carencro shall certify to LCG that the work associated with the Project has been completed in accordance with the approved plans and specifications, along with a report documenting the actual costs for the entirety of the Project and the actual costs of the LP Portion of the Project. Upon receipt of this certification, LCG shall have the right to request additional information from Carencro, including but not limited to any and all

documentation used or referenced in connection with the preparation of such report. Once Carencro has fully complied with all requests for information from LCG and LCG is satisfied with the information provided, LCG shall reimburse Carencro, within thirty (30) days, the actual cost of the LP Portion of the Project, up to the amount of the Reimbursement Cap. LCG reserves the right to review engineering plans, specifications, and related work items to verify completion levels.

3. **PERFORMANCE.** LCG hereby authorizes Carencro to perform all acts and works in LCG's jurisdiction necessary for the completion of the Project.

4. **RECORDS OF COSTS.** Carencro shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the costs incurred relative to the Project and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by Carencro and will be open for inspection by LCG and copies thereof shall be furnished to LCG upon request at LCG's cost. Carencro shall be the custodian of such books and records as contemplated by La. R.S 44:31, *et seq.*

4. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date on which the last party signing this Agreement has affixed its signature hereto and the termination date shall be when the Project has been completed and all payments have been made hereunder. Until such time, this Agreement shall remain in full force and effect.

5. **RESPONSIBILITY AFTER COMPLETION.** Notwithstanding anything contained herein to the contrary, upon the completion of the Project, LCG shall be fully responsible for all maintenance, alteration, correction, improvement and repair of all portions of Moss Street within its jurisdiction and Carencro shall be responsible for the maintenance, alteration, correction, improvement and repair of all portions of Moss Street within the corporate limits of the City of Carencro.

6. **PUBLIC PURPOSES.** According to this Agreement, Carencro and LCG agree to obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article VII, Section 14(C) of the Louisiana Constitution of 1974 and/or La. R.S 33:1236, *et seq.*, and the parties agree that this Agreement may be terminated immediately if it is determined that any of the activities undertaken herein are being used for any other purpose other than those specifically set forth herein.

7. **NON-ASSIGNABILITY.** This Agreement is strictly between LCG and Carencro, and LCG nor Carencro may assign, transfer or delegate any rights or obligations under

this Agreement or any part hereof to any other person without the prior written consent of the other party hereto, which consent may be withheld at the sole discretion of the other party.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof.

9. **NOTICES.** All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

Lafayette City-Parish Consolidated Government
Attn: Joshua S. Guillory, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

With a copy to:

Lafayette City-Parish Consolidated Government
Attn: City-Parish Attorney
P. O. Box 4017-C
Lafayette, LA 70502

or

The City of Carencro
Attn: Glenn L. Brasseaux, Mayor
P.O. Box 592
Carencro, LA 70592

10. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If Carencro, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under this Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under the Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated.

11. **BUDGETED FUNDS.** Notwithstanding anything to the contrary in this Agreement, the parties agree that the maximum amount payable by Carencro for the Project and under this Agreement shall be the amount budgeted by Carencro for the satisfaction of its obligations under this Agreement. The parties further agree that the maximum amount payable by LCG under this Agreement shall be the amount budgeted by LCG for the satisfaction of its obligations under this Agreement. In the event the amount owed by either Carencro or LCG under

this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree (i) that Carencro shall not be liable for the amount of such increase until and unless said budget is amended pursuant to those provisions of law which govern Carencro's budgetary process, to include the allowance for such an increase in funding, and (ii) that LCG shall not be liable for the amount of such increase until and unless said budget is amended pursuant to those provisions of law which govern LCG's budgetary process, to include the allowance for such an increase in funding.

12. **SURVIVAL.** The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement.

13. **HOLD HARMLESS AND INDEMNITY.** Carencro shall, at its sole cost and expense, defend, indemnify and hold LCG and its officers, employees, agents, contractors, subcontractors, insurers and insureds of LCG of and from all actual, potential, or claimed liability or strict liability, demands, claims, differences, causes of action, rights of action and/or other disputes which arise out of, or relate to the Project, or which are claimed to arise out of or relate to the Project. This hold harmless and indemnification shall survive the termination or expiration of this Agreement.

14. **AMENDMENTS.** This Agreement may be amended or modified only by written agreement executed by duly-authorized representatives of both LCG and Carencro.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

16. **SEVERABILITY.** The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

17. **NONWAIVER.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any

default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

18. **JOINT DRAFTING.** This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

19. **RULES OF CONSTRUCTION.** The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

20. **ATTORNEY FEES AND EXPENSES.** Should any party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

21. **GOVERNING LAW.** This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

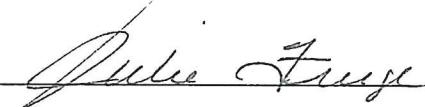
22. **VENUE.** The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.

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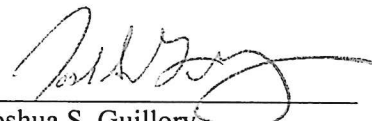
THUS DONE AND SIGNED, in multiple originals, on this 20th day of DECEMBER, 2021, by LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT



JULIE FRUGE
(Name of Witness - Please Print)

BY: 
Joshua S. Guillory,
Mayor-President



Harvette H. Ortega
(Name of Witness - Please Print)



NOTARY PUBLIC

MARK STIPE
(Name of Notary Public - Please Print)

19803
(I.D. No. or Bar Roll No.)

THUS DONE AND SIGNED, in multiple originals, on this 25th day of October, 2021, by CITY OF CARENCRO in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with CITY OF CARENCRO and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

CITY OF CARENCRO

Valerie Basset
VALERIE BASSET
(Name of Witness - Please Print)

BY Glenn L. Brasseaux
Glenn L. Brasseaux
Mayor

Tina Estelle
Tina Estelle
(Name of Witness - Please Print)

Gwen B. Martin
NOTARY PUBLIC

Gwen B. Martin
(Name of Notary Public - Please Print)

90592
(I.D. No. or Bar Roll No.)





RECEIVED

NOV 09 2021

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Public Works Department
Director's Office (5200)

TO: Cydra Wingerter

DATE: November 8, 2021

FROM: Chad Nepveaux

SUBJECT: Moss Street Surface Improvements
Agenda Item

The attached ordinance allows for LCG to enter into an Intergovernmental Agreement with the City of Carencro regarding surface improvements to Moss Street. Carencro will construct the project and LCG shall reimburse Carencro for the portion of roadway that is within LCG's jurisdiction in the amount estimated to be \$471,600.76 but not to exceed \$613,080.99.

If you concur, please place this item on the next appropriate Council Agenda for introduction.

Should you have any questions, please advise.

A handwritten signature in black ink, appearing to read 'Chad Nepveaux', is written over a horizontal line.

Chad Nepveaux
Director of Public Works

sj

Attachment: Agenda Item Submittal Packet

c: Scott Joubert
Pam Hollier
Jessica Cornay
Fred Trahan
Cory Dupuis

LAFAYETTE PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette Parish Council authorizing the Lafayette Mayor-President to enter into an Intergovernmental Agreement between the Lafayette City-Parish Consolidated Government and the City of Carencro concerning surface improvements to Moss Street

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (if applicable): _____

If this involves a budget revision, please complete a budgetary revision form.

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: December 1, 2021

B) FINAL ADOPTION: December 15, 2021

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover letter (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Intergovernmental Agreement (8 pages)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)

X _____ No Fiscal Impact

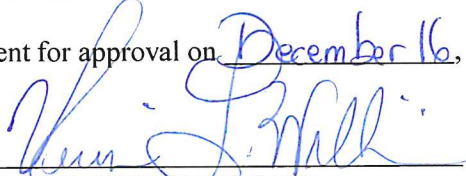
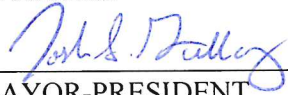
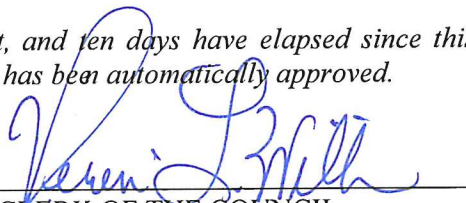
RECOMMENDED BY:


DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:


CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. PO-075-2021

1. This ordinance was introduced: December 1, 2021
YEAS: Tabor, Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None
- Final disposition by Council:
December 15, 2021
YEAS: Tabor, Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None
2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on December 8, 2021.
3. This ordinance was presented to the Mayor-President for approval on December 16, 2021, at 9:45 o'clock 2 .m.

CLERK OF THE COUNCIL
4. Disposition by Mayor-President:
I hereby:
A. Approve this ordinance, the 20 day of DECEMBER, 2021, at 4:12 o'clock P.m.
B. Veto this ordinance, the _____ day of _____, 2021, at _____ o'clock _____m., veto message is attached.
C. Line item veto certain items this _____ day of _____, 2021, at _____ o'clock _____m., veto message is attached.

MAYOR-PRESIDENT
5. Returned to Council Office ~~with~~ without veto message on December 21, 2021, at 11:22 o'clock a .m.
6. Reconsideration by Council (if vetoed):
On _____, 2021, the Council did/refused to adopt this ordinance after the Mayor-President's veto.
7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2021, at _____ o'clock _____m.
If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.

CLERK OF THE COUNCIL
8. Full publication of this ordinance was made in the Advertiser on December 22, 2021.

